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applicants if they were above the required age, the whole object and purpose of the registration laws would be defeated.

**HUSBAND AND WIFE—ESTATES BY ENTIRETY—APPLICATION TO PERSONAL PROPERTY.**—In order to obtain a loan, the husband and wife mortgaged land which they held as tenants by the entirety. The husband was to deposit this sum in their joint names, but without the knowledge or consent of the wife he deposited it in the bank in his own name. After his death, in a suit in equity by the wife to recover the amount on deposit, it was *held*, that the husband and wife had an estate by entirety in the funds, and that as survivor the wife was entitled to what remained on deposit. *Union & Mercantile Trust Co. v. Hudson*, (Ark., 1921), 227 S. W. 1.

The court expressly states that "tenancy by the entirety could and did exist at common law in personal property." Such a doctrine seems entirely inconsistent with the common law rule that a husband became by marriage absolute owner of the wife's personal chattels and also of her chattels real and choses in action when he reduced these into his possession. CO. LITT. 351. See 1 BISHOP ON LAW OF MARRIED WOMEN, Sec. 211; 3 MICH. L. REV. 668; 33 HARV. L. REV. 983. Since by modern statutes married women are given the right to own and control personal property, there would seem to be no logical difficulty in applying the doctrine of tenancies by the entirety to personalty. In spite of the general tendency and desirability of abolishing such antiquated common law institutions, a number of courts have recognized such estates in personal property. *Re Bramberry's Estate*, 156 Pa. St. 628; *Re Klenke's Estate*, 210 Pa. St. 572; *Citizens' Sav. Bank and Trust Co. v. Jenkins*, 91 Vt. 13; *Patton v. Rankin*, 68 Ind. 245; *Phelps v. Simons*, 159 Mass. 415; *Boland v. McKowen*, 189 Mass. 563; *Frost v. Frost*, 200 Mo. 474; *George v. Dutton's Estate* (Vt., 1920), 108 Atl. 515. Other courts recognize such estates in realty only. *Wait v. Bovee*, 35 Mich. 425; *Morrill v. Morrill*, 138 Mich. 112; *In re Albrecht*, 136 N. Y. 91; *In re Baum*, 106 N. Y. Supp. 113, commented upon in 6 MICH. L. REV. 345. The application of the doctrine of estates by the entirety to personalty and the authorities are well discussed in a note, 8 A. L. R. 1017. See also 22 L. R. A. 594.

**HUSBAND AND WIFE—MARRIAGE HELD TO RENDER PERFORMANCE OF WIFE'S CONTRACT FOR SERVICES IMPOSSIBLE.**—In a suit for specific performance of an oral contract entered into before marriage, by which the plaintiff agreed to nurse, care, and work for deceased and to marry him, in consideration that he would convey to her, either by deed or will, all his property at his death. *Held*, plaintiff could not recover. *Bohannan v. Maxwell* (Ia., 1921), 181 N. W. 683.

There was no allegation or proof that the services contracted for were services other than those to which the husband was entitled as husband. The basis of the decision is that as the services contracted for were of the kind to which the husband was entitled by reason of the marriage status, the marriage made it impossible for the plaintiff to perform her contract. The principles involved in these cases are discussed in 19 MICH. L. REV. 207.